

REMARKS/ARGUMENTS

Favorable consideration of this application is respectfully requested. Applicant has amended independent claims 1, 6, 16 and 18 and added new claims 26-27. Favorable reconsideration of this application is, consequently, earnestly solicited in view of the following remarks.

Claims 1-25 were rejected by Examiner under 35 U.S.C. 103 as being unpatentable over Cohen (4,750,119) or Abecassis (5,426,281) in view of Brody et al. (5,350,906 cited by applicant).

Cohen describes a rebate system that pays the rebate at some date in the future, for example 20 years. The escrow agent referred to in Cohen is a "middleman" that purchases goods/services at wholesale and sell the goods/service to a subscriber-purchaser or a consumer. As a reward for purchasing the goods/services from the escrow agent, future rebate funds are deposited by the escrow agent with a future benefit guarantor to be paid in the future to the subscriber-purchaser or consumer. The system bears no resemblance to the cash transfer system of the present invention. In the present invention, a sender requests that funds be transferred to a recipient. The escrow agent actually collects funds from the sender's financial institution and transfers the funds to the recipient via an electronic retrieval site. Therefore, there is no functional equivalence between the escrow agent in Cohen and the recipient in the present invention. The present invention does not involve a sales transaction nor does the present invention include depositing rebates for further payment. In fact, Cohen more clearly resembles a business-to-business (B2B) methodology that also pays a rebate.

In regard to the cited Abecassis reference, wherein an escrow agent holds first party funds for the benefit of a third party upon the occurrence of a previously agreed to event. For example, the system may be used to hold a purchaser's funds until the purchaser receives the purchased goods at which time the escrow agent releases the funds to the seller of the goods. The transaction protection described in Abecassis is commonly used for real estate transactions where an escrow agent holds the buyer's funds until the seller releases the real estate to the buyer at which time the escrowed funds may be applied to the purchase price. The transaction protection is also commonly used in foreign transactions wherein goods are transported a distance from the seller to the buyer. The seller does not ship until the purchaser's funds are paid into an escrow account and the seller does not receive the purchaser's funds until the goods are received by the buyer. There is no functional equivalence between the escrow agent or the seller (recipient) described in Abecassis and the recipient of a cash transfer as described in the present invention.

Both Cohen and Abecassis describe transaction systems for transferring funds from a buyer to a seller in a sales transaction. Both transaction systems require a buyer and a seller. No sales transaction, no transfer of funds. There is no sales transaction in the present invention, just a transfer of cash funds from one party to another distally located party, for a fee. Claim 1 has been amended to clarify that the transfer of funds is authorized without a pre-existing transactional relationship between the parties as described in the specification on page 3, lines 8-10 and that the disbursement is authorized without a pre-existing relationship between the recipient and the remote site. Applicant has also canceled claim 25 and added new dependent claim 26 to add the

limitation of providing an electronic card to the recipient. Applicant believes that amended independent claim 1 and new dependent claim 26 are allowable over the cited references.

Examiner rejected claim 16 alleging again that, based on the Examiner's belief, the escrow agent of Cohen or Abecassis is functionally equivalent to the recipient in the present invention. For the reasons provided above in response to the rejection of claim 1, Applicant respectfully disagrees with the Examiner's belief and conclusion of equivalency. However, claim 16 has been amended to clarify that the transfer request can be made via an electronic means, not limited to a telephone, and that the funds are transferred from the escrow agent to the remotely located automated teller machine (ATM) for retrieval by the recipient.

Regarding claim 18, for the reasons stated in response to the rejection of claims 1 and 16, Applicant respectfully traverses Examiner's rejection. Examiner noted again "his belief" that the escrow agent and those receiving the disbursements in Cohen or Abecassis is functionally equivalent to the claimed limitation of the recipient having immediate access to the transferred funds. Claim 18 also recites a limitation of not requiring a pre-existing relationship as required in both Cohen and Abecassis. In the present invention the sender is not required to have a pre-existing relationship with the recipient, such as an account link or a transactional relationship, or with the electronic input means, and does not require the recipient to have a pre-existing relationship with the electronic retrieval means. Claim 18 has been amended to clarify that such pre-existing relationships, such as a sales transaction between a seller and a buyer, are not required. Since a 35 U.S.C. 103 rejection requires a teaching in the prior art, and there is

not teaching in Cohen or Abecassis, Examiner's belief of equivalency fails to support the rejection. Thus, Applicant respectfully requests removal of the rejection.

Examiner also rejected dependent claims 2-15, 17 and 19-25 under 35 U.S.C. 103. For the reasons presented in response to the rejection of independent claims 1, 16 and 18 applicant respectfully traverses Examiners rejections. However, Applicant has cancelled dependent claim 25 and added new dependent claim 26.

The prior art cited by the Examiner, taken either singularly or in combination, fails to anticipate or fairly suggest the limitations of the independent claims 1, 16 and 18, in such a manner that a rejection under 35 U.S.C. 103 would be proper. The prior art fails to teach a combination of all the claimed features presented in independent claim 1, 16 and 18, for example, which include transferring funds via an escrow agent from a sender to a remote site for disbursement to a recipient without the fund transfer being related to a pre-existing relationship between the parties.

The mere fact that the cited references include use of an escrow agent for transferring funds between a buyer and a seller is not by itself sufficient to support a finding of obviousness. The prior art must provide a motivation or reason for someone of ordinary skill in the art, without the benefit of the inventor's specification to make the necessary changes in the reference device, i.e., transfer funds without the requirement for a sales transaction.

There is no teaching, nor suggestion for modifying Cohen or Abecassis to include all the novel features of amended claims 1 and 16 and claim 18. Under well recognized rules of the MPEP (for example, section 706.02(j)), the teaching or suggestion to make the claimed combination, Examiner's functional equivalence belief, and the reasonable

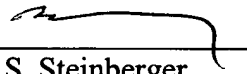
expectation of success must both be found in the prior art, and not based on applicant's disclosure.

Applicant has added new independent claim 27 to claim the subject matter shown in Figs 3 and 4 and as described in the description of the preferred embodiment.

Applicant believes that new independent claim 27 is allowable.

In view of the foregoing considerations, it is respectfully urged that claims 1-24 and 26-27 be allowed. Such action is respectfully requested. If the Examiner believes that an interview would be helpful, the Examiner is requested to contact the attorney at the below listed number.

Respectfully Submitted;



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3/9/05